

# Memorandum



**Date:** May 17, 2006

**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** George M. Burgess,  
County Manager

**Subject:** Miami-Dade Public Library Approval of an Interlocal Agreement with the City of Opa-locka to Operate a Branch Library

IRCA  
Agenda Item No. 3 (D)

## **RECOMMENDATION**

It is recommended that the Board adopt a resolution authorizing the County Manager to execute an Interlocal Agreement between Miami-Dade County and the City of Opa-locka to lease approximately 1,200 square feet in which to operate a branch library for \$10 dollars a year, up to ninety-nine (99) years (see attachment 1). The Interlocal Agreement also provides that the City of Opa-locka shall join the Miami-Dade Public Library Taxing District by October 1, 2006. The City of Opa-locka has budgeted \$105,000 for an e-library and will reallocate said funds to Miami-Dade Public Library System for development costs of the branch library in fiscal year 2005-2006.

## **BACKGROUND**

The City of Opa-locka has been without the services of its municipal library for approximately three years. During their FY 2005-2006 budget process, the City of Opa-locka tried to find a solution to its community's great need for a local library. An on-line library service was suggested by the City of Opa-locka Commission to attempt to meet the local demand for library service. By July of 2005, the City of Opa-locka approached Miami-Dade County to discuss the possibility of joining the Miami-Dade Public Library Taxing District. Since then, the Library Department has been working with City to research options by which to reestablish library service to their community. This Interlocal Agreement is in keeping with the recommendations made by the Opa-locka Resource Team on July 1, 2005 (see attachment 2).

The recommended Interlocal Agreement with Miami-Dade County allows the County to lease approximately 1,200 square feet of space to house a branch of the Miami-Dade Public Library System. Additionally, the Agreement provides that the City of Opa-locka join the Miami-Dade Public Library Taxing District by October 1, 2006. It also allows for the reallocation to the Miami-Dade Public Library System of \$105,000 the City had originally budgeted for an e-Library to be used towards the development costs of the new branch library in fiscal year 2006-2007. This Agreement allows the Library Department to lease the space at a fee of \$10 per year for a period of up to ninety-nine (99) years. This Interlocal Agreement was approved by the City of Opa-locka Commission on February 28, 2006.

  
\_\_\_\_\_  
Alex Muñoz  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** June 6, 2006

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE COUNTY MANAGER TO  
EXECUTE AN INTERLOCAL AGREEMENT BETWEEN MIAMI-  
DADE COUNTY AND THE CITY OF OPA-LOCKA,  
AUTHORIZING THE COUNTY MANAGER TO EXECUTE  
AMENDMENTS AND EXERCISE THE CANCELLATION  
PROVISION CONTAINED THEREIN

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board authorizes the County Manager to execute an Interlocal Agreement, substantially in the form attached hereto, to execute amendments to the Interlocal Agreement and to exercise the cancellation provisions contained therein.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman  
Dennis C. Moss, Vice-Chairman

Bruno A. Barreiro  
Audrey M. Edmonson  
Sally A. Heyman  
Dorrian D. Rolle  
Katy Sorenson  
Sen. Javier D. Souto

Jose "Pepe" Diaz  
Carlos A. Gimenez  
Barbara J. Jordan  
Natacha Seijas  
Rebeca Sosa

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of June, 2006. This Resolution and contract, if not vetoed, shall become effective in accordance with Resolution No. R-377-04.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY  
COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. DDC

## LIBRARY INTERLOCAL AGREEMENT

This Library Interlocal Agreement ("Agreement") is executed by and between the City of Opa-Locka, a municipal corporation of the State of Florida (the "City") and Miami-Dade County, a political subdivision of the State of Florida (the "County" or the "Library")(collectively, "Parties"), and is entered into this \_\_\_\_\_ day of January, 2006.

### WITNESSETH

**WHEREAS**, the City and County wish to provide full library services to the residents of the City; and

**WHEREAS**, the Mayor of the City of Opa-Locka and Commission of the City of Opa -Locka desire to have a library within the City's corporate limits; and

**WHEREAS**, on (date of city's budget workshop), the City Commission directed the City Manager to enter into negotiations to become part of the Miami-Dade Public Library Taxing District effective October 1, 2006; and

**WHEREAS**, the City will lease, at a nominal rent, to the County a structurally sound and vacant City building of approximately 1200 SF located at 101 North Perviz Avenue to be used as a branch library of the Miami-Dade County Public Library System

**WHEREAS**, the City and County wish to treat Fiscal Year 2005-06 as a Transition Period in order to provide residents of the City with immediate access to library facilities and services; and,

**WHEREAS**, the City has budgeted \$105,000 for an e-library and other library services in its Fiscal Year 2005-06 budget; and,

**WHEREAS**, the City wishes to reallocate the \$105,000 budgeted for library services in Fiscal Year 2005-06 to the Miami-Dade Public Library System to assist in the funding of the Transition Period and the new facility; and,

**WHEREAS**, the Board of County Commissioners desires to establish a Miami-Dade County Branch Library within the City of Opa-Locka,

In consideration of mutual covenants contained herein the Parties agree as follows:

1. **Obligations of the City**

  
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City

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County

- a. The City will lease to the County a structurally sound and vacant City building ("Library Building") of approximately, but no less than, 1,200 sq ft at 101 North Perviz Avenue for use as a branch library of Miami-Dade Public Library System.

The building shall contain;

1. an independent fully functional HVAC air conditioning system for the Library Building;
  2. separate electric and water use meters for the Library Building;
  3. all safety devices required by the Florida Building Code or other applicable laws, rules, or regulations, including but not limited to: all fire alarms, sprinkler systems, fire extinguishers, and exit signs.
- b. The term of the lease shall be for a period of ninety-nine (99) years commencing on the earlier of the first day of the month following completion of any repairs or renovations to the leased facility required of the City by the terms of this interlocal agreement or the first day of the month following execution of this Interlocal agreement . Said term be automatically extended on a year-to-year basis unless notice is provided in accordance with Section 6 (**Right to Cancel Facility Lease**) below.
- c. The lease payment by the County to the City for the use of the facility shall be \$10.00 per year payable within thirty (30) days of the anniversary date of the lease. The first payment shall be made within thirty (30) days following commencement of the lease.
- d. The City shall be solely responsible to provide the Library Building with sufficient parking in an adjacent parking facility or at such alternate parking site as mutually agreed upon by the Parties, as required under applicable federal, state and local law and at no cost to the County or to Library patrons. The City's obligation to provide parking shall survive the term of this Agreement and shall continue until such time as the County ceases to operate a Library facility in the Library Building.
- e. The City shall allow for the installation of an exterior freestanding book drop at a location that is mutually agreeable to the parties.
- f. In those instances where the City finds it necessary to seek bids from the public for any portion of the construction, improvements or preparations of the Library Building, the City will make County part of the selection committee panel that will review such bids and make final determinations and decisions of bid awards.

  
City

g. During the time that the City is in the process of preparing the Library Building for use by the County, the City shall provide for the County, at no cost to the County, a space which the County shall use to run and operate the Library. The term of the lease shall begin no later than six months after approval of this Agreement by the Board of County Commissioners and shall terminate upon completion of any construction, preparations or improvements, as provided in this Agreement, to the Library Building.

h. In the event that the City is unable to successfully prepare the Library Building for use by the County, the City shall be responsible for securing and providing for the County another structurally sound and vacant City building with proportions that are the same as those outlined in this Agreement for the Library Building.

2. **Furniture, Supplies & Equipment.**

The County shall provide all furniture, shelving, books, window treatments, supplies, and equipment, including computer equipment, for the Library Building, and shall have full discretion in the selection and approval thereof.

3. **Maintenance.**

The County shall be responsible for full maintenance and repair of the interior of the Library Building, including the maintenance and repair of all flooring, wiring, or other interior construction furnished and/or installed by the City under Section 2 after the warranty period once the interior construction has expired. The County shall be responsible for maintaining the HVAC unit(s) after the warranty period on the HVAC unit(s) has expired.

The County shall be responsible for payment of its electric and water services, as measured by the separate meters furnished and installed by the City under Section 2. The County shall be responsible for any other utilities consumed by the County. The County shall provide its own janitorial and custodial services to serve the needs of the Library Building.

The County shall be responsible for maintaining the Library's parking facility, all exterior electricity and lighting fixtures, all landscaping, and all exterior maintenance, any structural maintenance including the roof, of the Library Building.

The County will notify the City of any maintenance issues requiring repair. If the City fails to effect repairs or to comply with its duties to maintain, as delineated in Paragraph 3 above, within 10 days following the County's notification ("Ten-Day Notice Period"), then the County will have the option to complete the repairs and seek reimbursement from the City.

  
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County

#### 4. Membership in Miami Dade Library System and Transition Period

The City shall become part of the Miami-Dade Public Library Taxing District ("Taxing District") effective October 1, 2006. Should the City fail to become a member of the Taxing District, effective October 1, 2006, the County shall have grounds to cancel and terminate this Agreement. Notwithstanding any other condition and term of this agreement, the City shall be allowed to withdraw from the Miami Dade Library System only in accordance with the Miami Dade County Home Rule Charter and applicable Miami Dade Ordinances and Resolutions.

From the date of approval of this agreement residents of the City shall have access to and use of facilities of the Miami Dade Library System as if the City were a member of the Miami Dade Library System, including, but not limited to the right to borrow books and materials, with payment of the non-member fee.

The City shall provide \$105,000 to the Miami-Dade County Public Library System to assist in funding Transition Period services and the start-up costs of the new branch library.

#### 5. Operation.

Miami-Dade County Public Library System will operate the branch library and will pay the full yearly operating costs. The Library and the City agree that the branch library will commence operations ninety days after a certificate of occupancy is issued for the Library Building. During said ninety (90) day period, the Library will hire staff, and purchase Library materials and equipment. After the expiration of the 90-day period, the branch library will be open five (5) days a week from Monday through Saturday according to the following schedule:

Monday, Tuesday, Thursday, and Saturday                      09:30 a.m. to 6:00 p.m.

Wednesday    11:30 a.m. to 8:00 p.m..

The Library is not precluded from altering its hours of operation. The branch library will be operated in accordance with all rules and regulations of the Miami-Dade Public Library System. In addition, the Miami-Dade Public Library System will have control of all operation, use and programming with regards to this branch library. The Library reserves the right to change the operating hours of the branch Library as needed, and may be changed at the sole option of the County without formal amendment of this Interlocal Agreement.

The City shall ensure the County's quiet enjoyment of the Library Building.

  
City

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County



6. **Right to Cancel Facility Lease.**

The leasing terms of this Interlocal Agreement shall continue unless notice is given by either party to the other at least twelve (12) months in advance of October 1 of the year to be closed. At the conclusion of this Interlocal Agreement, the contents of the Library Building shall remain the property of the County. The County Manager and the City Manager shall have the authority to cancel this Agreement in the name of the County and the City respectively. In the event the City terminates this Interlocal Agreement before the original ninety-nine (99) year term expires, it shall provide the County at no additional cost to the County and with no interruption except reasonable time for relocation, a space comparable in size and amenities to the Library Building and acceptable to the Department Director, and this Interlocal Agreement shall remain in full force and effect. The City shall be responsible for the full cost of such relocation.

7. **Indemnification.**

The County shall indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the County.

The City shall indemnify and hold harmless the County to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the City.

The City shall add the County as an additional insured under its insurance policy for the Library Building, and the County shall be responsible for maintaining its self-insurance.

8. **Library Access.**

It is agreed that the completed Library Building shall be open to use by all County residents, regardless of residency within the City.

  
City

9. **Naming and Signage.**

Upon completion, the Library Building shall be named "Miami-Dade Public Library System Opa-Locka Branch." The County shall provide and the City shall allow signage that is in accordance with County branding standards for signage at Library facilities

10. **Compliance with Laws.**

The City agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

The City agrees to abide by and be governed by all applicable federal, state, and local laws, including but not limited to the Americans with Disabilities Act and the contracting requirements set forth in section 2-8 *et seq.* of the Code of Miami-Dade County. The City shall set aside appropriate funding for the Art in Public Places Program, as set forth in section 2-11.15 of the Code of Miami-Dade County.

11. **Notices.**

It is expressly understood that the Library Director and the City Manager have the authority to make submissions and provide approvals as required under this Agreement. It is understood and agreed between the Parties that written notice addressed to the following persons and addresses shall constitute sufficient notice under this Agreement:

To the Library Department: Raymond Santiago, Director  
c/o Miami-Dade County  
Library Department  
101 W. Flagler Street  
Miami, Florida 33130

To City: Jannie R. Beverly,  
City Manager  
City of Opa-Locka  
777 Sharazad Boulevard  
Opa-Locka, Florida 33054

12. **Autonomy.**

The Parties agree that this Agreement recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting Parties. It is expressly understood that

  
City

County

the City is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents or employees of the County as a result of this Agreement.

13. **Entirety of Agreement.**

The Parties agree that this Agreement and Exhibits hereto set forth the entire agreement between the Parties, with respect to the use and acquisition of the Library Building by the County from the City, and in that regard there are no promises or understandings other than those stated in this Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by the County Manager and City Manager, or where appropriate the Board of County Commissioners and the City Council.

14. **Amendments.**

Any amendments to this Agreement must be effected in writing.

15. **Force Majeure.**

Neither Party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

16. **Term of Agreement.**

The Term of this Agreement shall commence with the signing of the agreement following approval by the City and County and shall terminate 99 years from the commencement of the lease term as defined in Section 1 (b) above. The term of this agreement shall be automatically extended to coincide with any extension of the facility lease pursuant to Section 1 (b) above.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

  
City

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County

**City of Opa-Locka**

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
City Attorney

**Miami-Dade County**

Approved as to form and legal sufficiency:

\_\_\_\_\_  
George M. Burgess  
County Manager

  
\_\_\_\_\_  
Diamela del Castillo  
Assistant County Attorney

  
\_\_\_\_\_  
City

\_\_\_\_\_  
County

Sponsored by: City Manager

MAR - 6 2006

Resolution No. 06-6851

A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF OPA-LOCKA, FLORIDA AUTHORIZING  
THE CITY MANAGER TO ENTER INTO AND EXECUTE  
AN INTER-LOCAL AGREEMENT WITH MIAMI-DADE  
COUNTY FLORIDA TO PROVIDE FULL LIBRARY  
SERVICES TO RESIDENTS OF THE CITY, IN THE FORM  
SUBSTANTIALLY ATTACHED HERETO

WHEREAS, the City of Opa-locka, Florida presently does not have a library and wishes to provide full library services to the residents of the City; and

WHEREAS, by entering into the inter-local agreement hereto the City will provide a structurally sound building for Miami-Dade County to provide a branch library in the City of Opa-locka to be maintained as part of the Miami-Dade County Public Library System.

NOW, THEREFORE, BE IT DULY RESOLVED BY THE CITY COMMISSION OF THE CITY OF OPA-LOCKA, FLORIDA:

**Section 1.** The recitals to the preamble herein are incorporated by reference.

**Section 2.** The City Manager is hereby authorized to enter into and execute an inter-local agreement with Miami-Dade County, Florida, in substantially the form attached hereto, to provide full library services to the residents of the City of Opa-Locka.

PASSED AND ADOPTED THIS 28<sup>th</sup> day of February, 2006.

  
MAYOR

Attest to:

  
\_\_\_\_\_  
CITY CLERK

Approved as to form and legal sufficiency

  
\_\_\_\_\_  
A. QUINN JONES, III  
CITY ATTORNEY

2/28/06  
DATE

Moved by:	Commissioner Johnson
Seconded by:	Commissioner Tydus
Commission vote:	4-0
Commissioner Holmes:	Yes
Commissioner Tydus:	Yes
Commissioner Johnson:	Yes
Vice Mayor Pinder:	Not present
Mayor Kelley:	Yes

Resolution library inter-local agreement

" THE GREAT CITY "



*City of*  
**OPA-LOCKA**  
*Florida*

**Jannie R. Beverly**  
**City Manager**

**305-953-2821**  
**305-953-2823**  
**Fax: 305-953-2870**

April 20, 2006

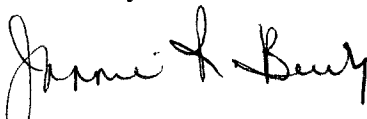
Julio E. Castro  
Capital Development Coordinator  
Miami Dade Public Library System  
101 West Flagler Street  
Miami, FL 33130-153


Re: Interlocal Agreement

Dear Mr. Castro,

As per your request, enclosed please find two executed Interlocal Agreements. If you have any questions or need additional information, please feel free to contact me.

Sincerely,

  
Jannie R. Beverly

  
4-21-06

## LIBRARY INTERLOCAL AGREEMENT

This Library Interlocal Agreement ("Agreement") is executed by and between the City of Opa-Locka, a municipal corporation of the State of Florida (the "City") and Miami-Dade County, a political subdivision of the State of Florida (the "County" or the "Library")(collectively, "Parties"), and is entered into this \_\_\_\_\_ day of January, 2006.

### WITNESSETH

**WHEREAS**, the City and County wish to provide full library services to the residents of the City; and

**WHEREAS**, the Mayor of the City of Opa-Locka and Commission of the City of Opa -Locka desire to have a library within the City's corporate limits; and

**WHEREAS**, on (date of city's budget workshop), the City Commission directed the City Manager to enter into negotiations to become part of the Miami-Dade Public Library Taxing District effective October 1, 2006; and

**WHEREAS**, the City will lease, at a nominal rent, to the County a structurally sound and vacant City building of approximately 1200 SF located at 101 North Perviz Avenue to be used as a branch library of the Miami-Dade County Public Library System

**WHEREAS**, the City and County wish to treat Fiscal Year 2005-06 as a Transition Period in order to provide residents of the City with immediate access to library facilities and services; and,

**WHEREAS**, the City has budgeted \$105,000 for an e-library and other library services in its Fiscal Year 2005-06 budget; and,

**WHEREAS**, the City wishes to reallocate the \$105,000 budgeted for library services in Fiscal Year 2005-06 to the Miami-Dade Public Library System to assist in the funding of the Transition Period and the new facility; and,

**WHEREAS**, the Board of County Commissioners desires to establish a Miami-Dade County Branch Library within the City of Opa-Locka,

In consideration of mutual covenants contained herein the Parties agree as follows:

1. **Obligations of the City**

  
City

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County



- a. The City will lease to the County a structurally sound and vacant City building ("Library Building") of approximately, but no less than, 1,200 sq ft at 101 North Perviz Avenue for use as a branch library of Miami-Dade Public Library System.

The building shall contain;

1. an independent fully functional HVAC air conditioning system for the Library Building;
  2. separate electric and water use meters for the Library Building;
  3. all safety devices required by the Florida Building Code or other applicable laws, rules, or regulations, including but not limited to: all fire alarms, sprinkler systems, fire extinguishers, and exit signs.
- b. The term of the lease shall be for a period of ninety-nine (99) years commencing on the earlier of the first day of the month following completion of any repairs or renovations to the leased facility required of the City by the terms of this interlocal agreement or the first day of the month following execution of this Interlocal agreement . Said term be automatically extended on a year-to-year basis unless notice is provided in accordance with Section 6 (**Right to Cancel Facility Lease**) below.
- c. The lease payment by the County to the City for the use of the facility shall be \$10.00 per year payable within thirty (30) days of the anniversary date of the lease. The first payment shall be made within thirty (30) days following commencement of the lease.
- d. The City shall be solely responsible to provide the Library Building with sufficient parking in an adjacent parking facility or at such alternate parking site as mutually agreed upon by the Parties, as required under applicable federal, state and local law and at no cost to the County or to Library patrons. The City's obligation to provide parking shall survive the term of this Agreement and shall continue until such time as the County ceases to operate a Library facility in the Library Building.
- e. The City shall allow for the installation of an exterior freestanding book drop at a location that is mutually agreeable to the parties.
- f. In those instances where the City finds it necessary to seek bids from the public for any portion of the construction, improvements or preparations of the Library Building, the City will make County part of the selection committee panel that will review such bids and make final determinations and decisions of bid awards.

  
City

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g. During the time that the City is in the process of preparing the Library Building for use by the County, the City shall provide for the County, at no cost to the County, a space which the County shall use to run and operate the Library. The term of the lease shall begin no later than six months after approval of this Agreement by the Board of County Commissioners and shall terminate upon completion of any construction, preparations or improvements, as provided in this Agreement, to the Library Building.

h. In the event that the City is unable to successfully prepare the Library Building for use by the County, the City shall be responsible for securing and providing for the County another structurally sound and vacant City building with proportions that are the same as those outlined in this Agreement for the Library Building.

2. **Furniture, Supplies & Equipment.**

The County shall provide all furniture, shelving, books, window treatments, supplies, and equipment, including computer equipment, for the Library Building, and shall have full discretion in the selection and approval thereof.

3. **Maintenance.**

The County shall be responsible for full maintenance and repair of the interior of the Library Building, including the maintenance and repair of all flooring, wiring, or other interior construction furnished and/or installed by the City under Section 2 after the warranty period once the interior construction has expired. The County shall be responsible for maintaining the HVAC unit(s) after the warranty period on the HVAC unit(s) has expired.

The County shall be responsible for payment of its electric and water services, as measured by the separate meters furnished and installed by the City under Section 2. The County shall be responsible for any other utilities consumed by the County. The County shall provide its own janitorial and custodial services to serve the needs of the Library Building.

The County shall be responsible for maintaining the Library's parking facility, all exterior electricity and lighting fixtures, all landscaping, and all exterior maintenance, any structural maintenance including the roof, of the Library Building.

The County will notify the City of any maintenance issues requiring repair. If the City fails to effect repairs or to comply with its duties to maintain, as delineated in Paragraph 3 above, within 10 days following the County's notification ("Ten-Day Notice Period"), then the County will have the option to complete the repairs and seek reimbursement from the City.

  
City

#### 4. Membership in Miami Dade Library System and Transition Period

The City shall become part of the Miami-Dade Public Library Taxing District ("Taxing District") effective October 1, 2006. Should the City fail to become a member of the Taxing District, effective October 1, 2006, the County shall have grounds to cancel and terminate this Agreement. Notwithstanding any other condition and term of this agreement, the City shall be allowed to withdraw from the Miami Dade Library System only in accordance with the Miami Dade County Home Rule Charter and applicable Miami Dade Ordinances and Resolutions.

From the date of approval of this agreement residents of the City shall have access to and use of facilities of the Miami Dade Library System as if the City were a member of the Miami Dade Library System, including, but not limited to the right to borrow books and materials, with payment of the non-member fee.

The City shall provide \$105,000 to the Miami-Dade County Public Library System to assist in funding Transition Period services and the start-up costs of the new branch library.

5. Operation.

Miami-Dade County Public Library System will operate the branch library and will pay the full yearly operating costs. The Library and the City agree that the branch library will commence operations ninety days after a certificate of occupancy is issued for the Library Building. During said ninety (90) day period, the Library will hire staff, and purchase Library materials and equipment. After the expiration of the 90-day period, the branch library will be open five (5) days a week from Monday through Saturday according to the following schedule:

Monday, Tuesday, Thursday, and Saturday 09:30 a.m. to 6:00 p.m.

Wednesday 11:30 a.m. to 8:00 p.m..

The Library is not precluded from altering its hours of operation. The branch library will be operated in accordance with all rules and regulations of the Miami-Dade Public Library System. In addition, the Miami-Dade Public Library System will have control of all operation, use and programming with regards to this branch library. The Library reserves the right to change the operating hours of the branch Library as needed, and may be changed at the sole option of the County without formal amendment of this Interlocal Agreement.

The City shall ensure the County's quiet enjoyment of the Library Building.

City

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County

6. **Right to Cancel Facility Lease.**

The leasing terms of this Interlocal Agreement shall continue unless notice is given by either party to the other at least twelve (12) months in advance of October 1 of the year to be closed. At the conclusion of this Interlocal Agreement, the contents of the Library Building shall remain the property of the County. The County Manager and the City Manager shall have the authority to cancel this Agreement in the name of the County and the City respectively. In the event the City terminates this Interlocal Agreement before the original ninety-nine (99) year term expires, it shall provide the County at no additional cost to the County and with no interruption except reasonable time for relocation, a space comparable in size and amenities to the Library Building and acceptable to the Department Director, and this Interlocal Agreement shall remain in full force and effect. The City shall be responsible for the full cost of such relocation.

7. **Indemnification.**

The County shall indemnify and hold harmless the City to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the County shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the County.

The City shall indemnify and hold harmless the County to the extent and within the limitations of Section 768.28, Fla. Stat., subject to the provisions of the Statute whereby the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$100,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrences, exceeds the sum of \$200,000, from any and all personal injury or property damage claims, liabilities, losses, and causes of action which may arise solely as a result of the negligence of the City.

The City shall add the County as an additional insured under its insurance policy for the Library Building, and the County shall be responsible for maintaining its self-insurance.

8. **Library Access.**

It is agreed that the completed Library Building shall be open to use by all County residents, regardless of residency within the City.

  
City

9. **Naming and Signage.**

Upon completion, the Library Building shall be named "Miami-Dade Public Library System Opa-Locka Branch." The County shall provide and the City shall allow signage that is in accordance with County branding standards for signage at Library facilities

10. **Compliance with Laws.**

The City agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

The City agrees to abide by and be governed by all applicable federal, state, and local laws, including but not limited to the Americans with Disabilities Act and the contracting requirements set forth in section 2-8 *et seq.* of the Code of Miami-Dade County. The City shall set aside appropriate funding for the Art in Public Places Program, as set forth in section 2-11.15 of the Code of Miami-Dade County.

11. **Notices.**

It is expressly understood that the Library Director and the City Manager have the authority to make submissions and provide approvals as required under this Agreement. It is understood and agreed between the Parties that written notice addressed to the following persons and addresses shall constitute sufficient notice under this Agreement:

To the Library Department: Raymond Santiago, Director  
c/o Miami-Dade County  
Library Department  
101 W. Flagler Street  
Miami, Florida 33130

To City: Jannie R. Beverly,  
City Manager  
City of Opa-Locka  
777 Sharazad Boulevard  
Opa-Locka, Florida 33054

12. **Autonomy.**

The Parties agree that this Agreement recognizes the autonomy of, and stipulates or implies no affiliation between, the contracting Parties. It is expressly understood that

  
City



County

the City is not an agent or instrumentality of the County. Furthermore, the City's agents and employees are not agents or employees of the County as a result of this Agreement.

13. **Entirety of Agreement.**

The Parties agree that this Agreement and Exhibits hereto set forth the entire agreement between the Parties, with respect to the use and acquisition of the Library Building by the County from the City, and in that regard there are no promises or understandings other than those stated in this Agreement. None of the provisions, terms and conditions contained in this Interlocal Agreement may be added to, modified, superseded or otherwise altered, except by the County Manager and City Manager, or where appropriate the Board of County Commissioners and the City Council.

14. **Amendments.**

Any amendments to this Agreement must be effected in writing.

15. **Force Majeure.**

Neither Party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

16. **Term of Agreement.**

The Term of this Agreement shall commence with the signing of the agreement following approval by the City and County and shall terminate 99 years from the commencement of the lease term as defined in Section 1 (b) above. The term of this agreement shall be automatically extended to coincide with any extension of the facility lease pursuant to Section 1 (b) above.

**IN WITNESS WHEREOF**, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

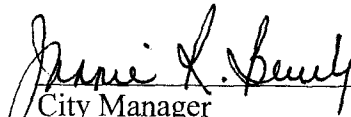
  
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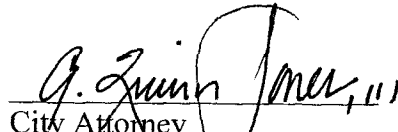
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County

**City of Opa-Locka**

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
City Manager

  
\_\_\_\_\_  
City Attorney

**Miami-Dade County**

Approved as to form and legal sufficiency:

\_\_\_\_\_  
George M. Burgess  
County Manager

  
\_\_\_\_\_  
Diamela del Castillo  
Assistant County Attorney

  
\_\_\_\_\_  
City

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County